RESOLUTION AGREEMENT
Legacy Traditional Schools
OCR Compliance Review 08-23-5001

As the charter management organization (CMO) for, and on behalf of, the separate Legacy Traditional Schools in Arizona (collectively, "LTS"), Vertex Education enters into this Resolution Agreement (the Agreement) to resolve violations and compliance concerns that the Office for Civil Rights (OCR) of the U.S. Department of Education (the Department) identified in Compliance Review 08-23-5001. This review evaluated compliance at several LTS schools in Arizona with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d *et seq.*, and its implementing regulation, 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, and national origin in any program or activity operated by a recipient of federal financial assistance from the Department. Specifically, OCR assessed whether, during school year (SY) 2021-22 and SY 2022-23, LTS: (a) discriminated against national origin minority students on the basis of limited English proficiency (LEP) by failing to provide them with the services necessary to participate meaningfully in the schools' educational programs; and (b) discriminated against parents with LEP by failing to adequately notify them in a language they understand of, and ensure they had comparable access to, information that is provided to parents in English. OCR's review relating to certain LTS schools in Arizona identified nine violations of Title VI and two compliance concerns. Per OCR policy, OCR has declined LTS's request for a copy of OCR's letter of findings in advance of negotiating this Agreement. Although each LTS school is a separate and distinct LEA, with separate and distinct obligations under Title VI, LTS schools in Arizona have elected not to contest OCR's findings and have voluntarily agreed to resolve the OCR-identified violations and concerns by executing the Agreement through its common CMO (Vertex) and treating the Agreement as applicable to all current LTS schools in Arizona and by fulfilling the requirements below to demonstrate its compliance with Title VI.

I. Definitions

Arizona English Language Learner Assessment (AZELLA): The examination used to assess the English language proficiency of students in Arizona in grades kindergarten through 12 whose primary or home language is other than English.

Core content: Elementary and secondary math, science, social studies, and English/language arts.

Days: Calendar days, except that if a deadline occurs on a weekend or holiday, the due date will be the next business day.

English language development (ELD): The teaching of English language skills to students who are in the process of learning English so that they develop the discourse practices they need to engage with rigorous, grade-level disciplinary content.

English language proficiency (ELP): A student's ability to read, write, speak, and understand the English language as determined by the student's scores on a valid and reliable ELP assessment of each of the four language domains (i.e., speaking, listening, reading, and writing).

English language proficiency level (ELP level): The English learner's composite level of English language skill in the four language domains as determined by the AZELLA. The AZELLA ELP levels are: (1) pre-emergent/emergent; (2) basic; (3) intermediate; and (4) proficient.

English language proficiency standards (ELP standards): The standards adopted by the Arizona Department of Education (ADE) in 2019. These standards provide benchmarks of progress for EL students at various levels or grade spans and at different ELP levels.

English learner students (EL students): Students who are eligible to receive assistance to overcome language barriers that may impede their equal participation in a recipient's instructional programs.

Essential information: Written information describing essential rights/responsibilities of parents or students and benefits/services available to parents and students, including such information regarding: language assistance programs; special education and related services, including Individualized Education Programs (IEPs), Behavioral Intervention Plans, and Functional Behavioral Assessments; IEP and Section 504 meetings; grievance procedures; notices of nondiscrimination; student discipline policies and procedures; registration and enrollment forms; report cards and other academic progress reports; requests for parent permission for student participation in LTS programs and activities; parent-teacher conferences; parent handbooks; gifted and talented programs, charter schools, and other school, program, or academic options; documents requesting a student's language background, a parent's preferred language of communication, and the process for refusing all or only specific EL services; and information related to public health and safety.

Former English learner (a.k.a. exited student or reclassified student): A student who was formerly an EL student but subsequently met valid and reliable criteria for exiting the EL program. These criteria include demonstrating proficiency on a valid and reliable assessment of ELP in all four language domains.

Home language survey (HLS): LTS schools use the HLS at the time of enrollment to gather information about a student's language background (e.g., first language learned, language the student uses most often, and languages used in the home) to identify students with a Primary or Home Language Other Than English (PHLOTE) who should have their English language proficiency assessed to determine if they are EL students entitled to language assistance services.

Integrated English language development (Integrated ELD): ELD instruction that is provided in the general education classroom setting by embedding the ELD within core content instruction. This instruction includes an array of teaching strategies to make core content classes more comprehensible and accessible to EL students while promoting their ELD, such as: scaffolding and differentiated instruction based on ELP level that meets individual language needs and provides meaningful access to content instruction; teaching to language objectives that help EL students achieve content objectives; building and activating background knowledge; explicitly teaching academic vocabulary; using supplementary and adapted materials, texts, and

visual displays; cooperative learning and group work; offering primary language support; providing comprehensible input and clarification; promoting academic discussions; teaching content-area reading and writing skills; using formative and summative assessments of language and content objectives with EL accommodations; and giving proficiency-level appropriate feedback on EL students' language use and demonstration of content knowledge.

Opted-out English learner: An EL student whose parent opted the student out of instructional services for EL students by signing a voluntary and informed waiver of such services in a language the parent understands.

Qualified interpreter or qualified translator: An individual who, whether a paid LTS school employee, contractor, or volunteer: (a) is fluent in English and in the language(s) in which the individual is communicating; (b) has a demonstrated competence to interpret or translate; (c) is trained in providing the interpretation or translation requested; (d) is sufficiently knowledgeable in both languages of any specialized terminology needed to provide accurate interpretation or translation (e.g., special education terms); and (e) is trained in the ethics of interpretation and translation (e.g., the need for accuracy and confidentiality).

Structured English Immersion (SEI): SEI is the English language development model that the State of Arizona has mandated to impart English language skills to EL students. The SEI program must: (a) provide coherent instruction aligned to Arizona's ELP standards; (b) include oral and written language instruction, including structured opportunities to develop verbal and written skills and comprehension strategies; (c) include access to complex language through grade-level textbooks with appropriate supports; and (d) include parental engagement strategies. Instruction is in English using materials in English.

Targeted English language development (Targeted ELD): Explicit, systematic, and sustained instruction about the English language to EL students, grouped with EL peers at the same grade level and at the same ELP level to the extent possible, that provides a systematic and developmentally appropriate approach to improve English language skills, knowledge, and abilities and to support content learning in English, driven by the Performance Indicators (PIs) of Arizona's ELP standards, using academic language, and developing academic discourse skills.

II. Specific Requirements

A. Identifying and Placing EL Students

In connection with its efforts to accurately and timely identify PHLOTE students and to determine if they are EL students through a valid, reliable, and age-appropriate test that assesses ELP in speaking, listening, reading, and writing, LTS will do the following:

1. Within 10 days of a new student enrolling in an LTS school, the LTS school will ask the student's parent to complete the HLS to identify PHLOTE students and provide the HLS in a language the parent understands or with the aid of an interpreter.

2. Within 20 days of a PHLOTE student matriculating, LTS will administer the grade-appropriate AZELLA to determine if the student is an EL student.

3. As soon as practicable and no later than 30 days of an EL student matriculating, LTS will place the EL student in an appropriate language instruction program ("the EL program") consistent with their ELP level, as determined by the AZELLA.

4. Within 30 days of an EL student matriculating, LTS will issue a written notice to the student's parent in a language the parent understands about the student's status as an EL, their ELP level, the EL program in which the EL student is placed, and the parent's right to opt out of/withdraw from EL services, as contemplated by the ADE-approved "Parental Notification and Consent Form for Student Placement in an English Learner Program."

5. LTS will take steps designed to ensure that parents' decisions to opt their EL student out of EL services are made knowingly (i.e., with information about the student's rights, the range of EL services that the student could receive, and the intended benefits of such services) and voluntarily (i.e., without recommending that parents opt out the student or pressuring or coercing parents to opt out the student), as contemplated by the ADE-approved "Parental Notification and Consent Form for Student Placement in an English Learner Program."

6. At the beginning of each semester, LTS will notify appropriate employees with an educational need to know of which students are EL students and each EL's primary language and EL status (i.e., current, opted-out, or exited and in monitoring), which status will be documented in a field in its student information system (SIS).

B. Language Assistance Services for EL Students

In connection with its efforts to provide all EL students, except those who have opted out, with appropriate (i.e., educationally sound in theory and effective in practice) language assistance services until they are proficient in English and can participate meaningfully in the school's educational programs without language assistance services, LTS will do the following:

7. Consistent with Arizona's SEI models, LTS will provide all EL students with a daily period of Targeted ELD that will total at least 300 minutes per week for students in grades K-5 and 250 minutes per week for students in grades 6-12. During Targeted ELD, LTS will group EL students by grade and ELP level to the extent possible. When necessary, because of low numbers of EL students in a particular grade or ELP level, EL student groups for Targeted ELD may contain students within two adjacent ELP levels and/or in more than one grade level within the same ELP standards band (grade bands: K, 1, 2-3, 4-5, 6-8, and 9-12).

8. LTS will provide all EL students with Integrated ELD – using effective SEI strategies, such as those identified in the definition of Integrated ELD (above) to make lessons comprehensible to EL students while promoting their ELD – in English/language arts, math, science, and social studies.

9. LTS will ensure that: (a) EL students have access to core grade-level curricula so that they can meet promotion and graduation requirements; (b) EL students have equal opportunities to meaningfully participate in all programs and activities (including curricular and extracurricular); and (c) EL students with disabilities are provided with both the language assistance and disability-related services to which they are entitled.

10. LTS will ensure that teachers of Targeted and Integrated ELD document in daily lesson plans: (a) PIs and the ELP standard(s) that will be taught and how they will be used to drive instruction and differentiate it for the different ELP levels of EL students in the class; (b) the language and content objective(s); (c) the SEI and ELD strategies that will be used to deliver the content to EL students; (d) the amount of Targeted ELD that will be provided (in minutes); and (e) the amount of Integrated ELD that will be provided (in minutes).

11. LTS will provide the following resources and personnel to effectively implement its EL program: (a) appropriate instructional materials; (b) qualified teachers to provide language assistance services; and (c) trained administrators to evaluate teachers who provide language assistance services.

    a. LTS will ensure that teachers of Targeted and Integrated ELD either: (1) will complete the training required for ADE's SEI Endorsement, English as a Second Language (ESL) Endorsement, or bilingual education endorsement within the next two years, and continue to receive on-going training as described in Terms 45-48 below; or (2) will otherwise complete at least 40 hours of OCR-approved training on providing Targeted and Integrated ELD and using SEI strategies to make content accessible to EL students within the next two years (i.e., at least 20 hours in SY 2024-2025 and the remainder of the 40 hours in SY 2025-2026), and continue to receive on-going training as described in Terms 45-48 below.
    b. LTS will make efforts to recruit teachers who have one of the endorsements and encourage teachers to obtain an SEI, ESL, or bilingual endorsement through monetary or other incentives.
    c. LTS will identify a target ratio of qualified teacher-to-students to provide language assistance services to EL students for Targeted ELD, and develop a plan to achieve the target ratio.
    d. LTS will designate one employee at each school, or a network-wide employee or employees, to coordinate language assistance services for EL students ("EL Coordinator"). The EL Coordinator(s) will be trained and will be provided time to fulfill the role.

e. LTS will ensure that ELD instructional materials are appropriate and comparable in quality, availability, quantity, and age or grade level to those provided for non-EL students.

12. **Reporting:** Within 90 days of signing the Agreement, LTS will provide to OCR for its review and approval a draft plan to fulfill Terms 7-11 above. The plan will include, at a minimum: (a) when and in what classes LTS will provide Targeted and Integrated ELD (e.g., draft bell schedules); (b) how LTS will ensure that lesson plans meet the requirements of Term 10; (c) how LTS will recruit and retain teachers who meet the requirements of Term 11; (d) the individual(s) who will serve as the EL Coordinator(s) and any other job titles and duties they have; (e) how LTS will ensure the EL Coordinator(s) have adequate training and time to fulfil their roles; (f) the qualified teacher-to-EL students ratio; and (g) descriptions of the ELD curriculum and instructional materials that LTS proposes to use.

C. Opted-out EL Students

13. LTS will assess opted-out EL students' ELP, at least annually, using the AZELLA, to determine if they still qualify for EL services. LTS Schools will notify opted-out EL students' parents of their student's AZELLA results.

14. LTS will monitor the academic progress of each opted-out EL student at the end of the second and fourth quarters, in an effort to gauge the student's ability to participate meaningfully in the regular education program without EL services. Core content teachers will complete a monitoring form that includes, at a minimum, fields for teachers' narratives about the student's academic progress and the student's opt-out date, class grades, and assessment data.

15. For opted-out EL students who are not demonstrating reasonably anticipated growth in ELP or who are struggling in one or more subjects due to language barriers, LTS will notify their parents of the lack of progress and remind them that they may enroll the student in the EL program, or at least certain EL services, at any time. Notices may be sent at any time but at least once annually.

16. LTS will annually calculate the number of EL students opting out. LTS schools with a high rate (over 15%) of EL students opting out will attempt to understand the reasons for the high opt-out rate and, if appropriate, address the reasons.

17. **Reporting:** Within 60 days of signing the Agreement, LTS will report to OCR:

a. For each school: (1) who will be responsible for ensuring that opted-out EL students are assessed annually for English proficiency and access to content and how the assessment results will be maintained; (2) how LTS will notify opted-out EL students' parents of the student's AZELLA test results and how copies of the notices will be maintained; (3) who will be responsible for ensuring that the monitoring forms required by Term 14 and the notices

required by Term 15 are completed and how copies of the completed forms and notices will be maintained; and (4) who will be responsible for calculating, analyzing, and addressing opt-out rates; and

b. For OCR's review and approval: (1) a draft of the monitoring form required by Term 14; and (2) a draft template for the notice required by Term 15. Upon OCR's approval of each of these documents, LTS schools will begin using them to comply with the terms of this Agreement.

D. Monitoring Current EL Students

18. LTS will monitor the progress of all EL students, as follows:

a. LTS will monitor the progress of all EL students in achieving proficiency in English by administering the AZELLA to EL students once per year and by administering valid and reliable formative assessments of EL students' ELP across the four language domains at the start and end of each semester to track their progress on mastering Arizona's ELP standards over the semester. LTS will record the AZELLA and formative assessment results on the semester monitoring forms for each EL student.

b. LTS will monitor the progress of all EL students in acquiring content knowledge by analyzing – by the end of the second and fourth quarters – their class grades and assessments scores. For each current EL student who is determined to be struggling due to language barriers, LTS will ensure that core content teachers complete a monitoring form that includes, at a minimum, fields for teachers' narratives about the student's progress and the student's class grades and assessment data.

19. LTS will offer individual and/or small group interventions for EL students who are struggling with acquiring content knowledge due to language barriers. These interventions will supplement – not substitute for – the Targeted and Integrated ELD requirements of the Agreement. LTS will document in lesson plans the interventions provided.

20. **Reporting:** Within 30 days of signing the Agreement, LTS will provide to OCR for its review and approval a draft of the monitoring forms required by Terms 18(a) and 18(b) and a draft lesson plan template required by Term 19. Within 30 days of OCR's approval of the forms and template, LTS schools will begin using them to comply with the terms of the Agreement.

E. Monitoring Former EL Students

21. When an EL student achieves proficiency in English in the four language domains, as measured by the AZELLA, LTS will: (a) exit the student from EL services; (b) reclassify the student as a former EL student; and (c) notify the

student's parent of the AZELLA score, exiting, reclassifying, and forthcoming monitoring.

22. LTS will monitor the academic progress of former EL students for four years, as contemplated in ESSA Section 3121(a)(5), to ensure that: (a) they have not been prematurely exited; (b) any academic deficits they incurred resulting from the EL program have been remedied; and (c) they are meaningfully participating in LTS's educational programs comparable to their peers who were never EL students.

23. For the first two years after a student exits EL status, LTS will monitor the academic progress of the student using a form that includes, at a minimum, fields for narratives from the student's teachers and fields for the student's exit or reclassification date, class grades, and assessment data.

24. When monitoring of a former EL student indicates that a persistent language barrier may be the cause of academic difficulty, LTS will meet with the parents and complete the Arizona required documentation to re-test the student with the AZELLA to determine if there is a persistent language barrier. If the results of the re-testing qualify the student as an EL, LTS will reenter the student into EL status and offer EL services. If the student is reentered into EL services, LTS will document the qualifying AZELLA score and the consent of the parent(s) to such reentry.

F. EL Program Monitoring and Evaluation

25. To evaluate teachers' implementation of Targeted and Integrated ELD, LTS will develop: (a) a lesson plan template for Targeted ELD; (b) a lesson plan template for instruction that includes Integrated ELD; (c) a classroom observation teacher feedback tool; and (d) walk-through and observation protocols.

26. LTS will review lesson plans and conduct classroom observations, using the teacher feedback tool and the walk-through and observation protocols, at least quarterly to ensure that all EL students are receiving the Targeted and Integrated ELD services required by LTS's chosen EL program. LTS will ensure that lesson plan reviews and classroom observations are conducted by administrators who are properly trained to evaluate teachers who provide Targeted and Integrated ELD. If any EL students are not receiving the required ELD services, LTS will develop a corrective action plan to provide the EL students with compensatory ELD services (e.g., free Targeted ELD after school or during the summer) and ensure adequate ELD services in the future (e.g., additional professional development for their ELD teachers, closer supervision of ELD teachers, etc.).

27. LTS will evaluate annually its EL program to determine if, within a reasonable amount of time, students are becoming proficient in English and meaningfully participating in the standard educational program comparable to their never-EL

peers. If the evaluation results demonstrate that the EL program is not producing both results, LTS will timely assess the reasons for such results, modify the EL program to address those reasons, as appropriate.

28. LTS will evaluate the EL program using longitudinal data in an effort to meaningfully compare how current EL students, former EL students, and never EL students perform on standardized assessments, retention rates, and participation in honors programs or classes.

    a. LTS will collect and maintain the following data in an electronic format for all students, with a field designating each of the following: (1) EL status (i.e., current EL, never EL, or former EL); (2) if applicable, monitoring year (i.e., M1, M2, M3, and M4); (3) end-of-year grades in the core content courses of math, science, social studies, and English language arts (e.g., reading and writing); (4) standardized test scores by subject (e.g., reading, writing, math, and science); (5) participation in honors classes (yes or no); and (6) promotion and retention data.

    b. LTS will maintain for each EL: (1) the start date at LTS; (2) dates of AZELLA administration; (3) AZELLA domain and composite scores; (4) the date(s) the student was placed in an EL program; (5) whether the student has a disability (i.e., IEP, Section 504 plan, or neither); (6) as applicable, the date(s) the student opted out; (7) as applicable, the date(s) the student was exited from the EL program; and (8) as applicable, the date(s) the student withdrew or matriculated from the school.

29. LTS will conduct a longitudinal cohort analysis, using the data identified in Term 28 above, to evaluate its EL program. The analysis will compare how EL students in the EL program, EL students who exited the program, and never-EL students performed on criteria relevant to participation in the school's educational programs over time. If the evaluation results demonstrate that an EL program is not producing results (i.e., within a reasonable amount of time, helping students attain ELP and meaningfully participate in the standard educational program comparable to their never-EL peers) based on EL program deficiencies, LTS will timely modify the EL program.

30. LTS will ensure that all monitoring of current and former EL students and EL program evaluation is led by individuals who are: (a) knowledgeable about legal requirements for EL students and ELD services, LTS's policies and practices regarding EL services, and the contents of the Agreement; and (b) proficient in data analysis and program evaluation.

31. **Reporting:** Within 90 days of signing the Agreement, LTS will provide to OCR for its review and approval drafts of the lesson plan templates, feedback tools, and protocols, required by Term 25. Within 30 days of OCR's approval of the

templates, tools, and protocols, LTS schools will use them to comply with the terms of the Agreement.

G. Meaningful Communications with Parents with LEP

32. LTS will communicate information to parents with LEP in a language they understand about any school program, service, or activity that is called to the attention of parents who are proficient in English.

33. LTS will create and use a form that is part of the student registration packet (e.g., the HLS or the emergency contact information form) to identify parents with LEP by asking whether the parent requires oral and/or written communication in a language other than English, and if so, in what language.

34. LTS will notify employees who have an educational need to know of which parents are parents with LEP and each parent's language needs as identified in the form required by Term 33, using a field in its SIS.

35. LTS will ensure that essential information is readily available in English and Spanish to parents of enrolled students, using qualified interpreters and translators, and offering the information for free and in a timely manner.

36. The English versions of enrollment and re-enrollment documents containing essential information will include language explaining how a parent who requires communication in a language other than English or Spanish may receive free translation or interpretation of the communication. This language will be in the ten languages commonly needed by parents with LEP in LTS schools (as identified by forms required by Term 33).

37. LTS will use qualified interpreters and translators (not unqualified staff, students, or students' family members) to communicate with parents with LEP. LTS will create and use a list of available qualified translators or interpreters. The list will include for each translator and interpreter: (a) the individual's first and last name; (b) the language(s) into which the individual can translate; (c) the language(s) into which the individual can interpret; and (d) the individual's qualifications to translate and/or interpret.

38. LTS will not require parents to have birth certificates translated.

39. **Reporting:** Within 60 days of signing the Agreement, LTS will provide for OCR's review and approval: (a) a draft of the form required by Term 33; and (b) documentation (e.g., a screenshot) showing that LTS's SIS has a field to identify LEP parents (see Term 34). Within 30 days of OCR's approval of the form, LTS schools will begin using them to comply with the terms of this Agreement.

H. Policies and Procedures

40. LTS will develop, adopt, and disseminate policies and procedures designed to ensure compliance with legal requirements regarding EL students and parents with LEP. The policies and procedures will address at a minimum: (a) identifying PHLOTE and EL students; (b) placing EL students in EL programs; (c) providing ELD to EL students; (d) opting EL students out of EL services; (e) monitoring the progress of current EL students, opted-out EL students, and former EL students; (f) evaluating and modifying EL programs; (g) identifying parents with LEP and their needs for interpreters and translations; (h) providing translations and interpretation for parents with LEP; (i) training and professional development for administrators and teachers of EL students; and (j) recordkeeping.

41. **Reporting:** Within 90 days of signing the Agreement, LTS will provide to OCR for its review and approval a draft of the policies and procedures required by Term 40. Within 30 days of OCR's approval of these policies and procedures, LTS will provide to OCR documentation showing that they have been adopted, distributed to all LTS employees, and posted on LTS schools' websites.

I. Employee Training

42. Within 120 days approval of LTS's proposed training by OCR (per the Reporting requirements below), LTS will ensure that all principals, assistant principals, ELD Coordinators receive a high-level training, by a qualified trainer, about: (a) the requirements of this Agreement; (b) monitoring EL students, opted-out students, and former EL students; and (c) monitoring EL programs for effectiveness.

43. Within 120 days of approval of LTS's proposed training by OCR (per the Reporting requirements below), teachers of targeted ELD and Integrated ELD will receive training on: (a) language acquisition; (b) ELP standards; (c) ELP levels; (d) the SEI model and its components of Targeted and Integrated ELD; (e) research-based strategies for Targeted ELD, including how to deliver small group ELD instruction effectively; (f) research-based strategies for Integrated ELD, including practical strategies appropriate for planning, delivering, and adapting content for EL students; (g) monitoring EL students, opted-out EL students, and former EL students; and (h) evaluations of EL programs for effectiveness.

44. Within 90 days of signing the Agreement, LTS will ensure that all staff and administrators receive training about how to provide free, timely language assistance to parents with LEP through qualified translators and interpreters.

45. LTS will ensure that all teachers of Targeted ELD who have an ADE ESL, bilingual, or SEI endorsement or who have otherwise completed the training set forth in Paragraph 11(a) above receive, from a qualified trainer or developer, in-class or asynchronous professional development – for at least two hours each semester, with at least one of the hours involving in-class coaching – on how to

effectively deliver targeted ELD – for a total of four hours each school year, including two hours of in-class coaching. Examples of coaching professional development include: (a) co-planning lessons for Targeted ELD; (b) modeling Targeted ELD instruction; and (c) observing a Targeted ELD lesson and sharing constructive feedback on the observed lesson.

46. LTS will ensure that all teachers of Integrated ELD who have an ADE ESL, bilingual, or SEI endorsement or who have otherwise completed the training set forth in Paragraph 11(a) above receive, from a qualified trainer or developer, in-class or asynchronous professional development – for at least one hour each semester, with at least one of the hours involving in-class coaching – on how to effectively integrate ELD into content classes. Examples of coaching professional development include: (a) co-planning lessons for Integrated ELD; (b) modeling Integrated ELD instruction; and (c) observing an Integrated ELD lesson and sharing constructive feedback on the observed lesson.

47. LTS will ensure that all supervisors, evaluators, and coaches of teachers of Targeted and Integrated ELD receive, from a qualified trainer, training about: (a) how to interpret data to make data-driven decisions for lesson planning, resource allocation, and professional development and support; and (b) how to support effective Targeted and Integrated ELD, including how to review lesson plans to ensure compliance with Terms 10 and 26, use the classroom observation tool and walk-through protocols required by Term 25, provide constructive feedback to teachers during or after classroom walk-throughs, and provide the coaching described in Terms 45 and 46.

48. **Reporting:**

    a. Within 60 days of signing the Agreement, LTS will provide to OCR for its review and approval for the training required by Paragraphs 11(a) and 42-47: (a) the name, job title, and qualifications of one or more proposed trainer(s) and/or developer(s); (b) draft training agendas; (c) draft training materials; and (d) a plan to provide the professional development, including a schedule/timeline for providing the coaching.

    b. Following OCR's approval of the trainers and training materials, LTS will begin providing the initial and on-going training, as contemplated by Terms 11(a) and 42-47. Upon completion of such training, LTS will provide OCR with documentation showing that the required training was provided.

J. Recordkeeping

49. LTS will maintain the following records during students' attendance at an LTS school and for at least three years after students withdraw or age out of LTS: (a) HLSs (see Term 1); (b) the forms of parents' language needs (see Term 33); (c) report cards; (d) scores on standardized assessments and tests; (e) AZELLA score

reports (see Terms 2, 13, 18, and 24); (f) notices of placement in an EL program to parents (see Term 4); (g) ADE-approved "Parent Request for Withdrawal from and English Learner Program," documenting parents' voluntary and informed decision to opt out; (h) forms for monitoring current EL students, opted-out EL students, and former EL students (see Terms 14 and 18, and 23); and (i) a record reflecting interventions for EL students who are struggling with acquiring content knowledge (e.g., reading interventions in English class, writing interventions for research papers in social studies class).

50. LTS will maintain teacher lesson plans for at least two years.

51. LTS will maintain the following records for at least three years: (a) documentation of EL students (see Term 6); (b) documentation of qualified translators and interpreters (see Term 35); (c) analyses of opt-out rates (see Term 16); (d) records of employee training and professional development regarding EL students and LEP parents (see Terms 11(a), 42-47); and (e) EL program evaluations (see Terms 27-29).

III. Semester and Annual Reporting Requirements

A. Semester Reporting

Within 30 days of the end of each semester starting in SY 2024-25, and continuing until OCR has completed its monitoring (the "monitoring period"), LTS will report to OCR:

52. A spreadsheet of all current EL students, opted-out EL students, and former EL students by school, with a row for each student and the following columns: (a) school name; (b) student identification number; (c) first name; (d) last name; (e) grade during the SY; (f) student's primary language indicated on the HLS; (g) date enrolled at the school; (h) date of signed HLS; (i) any parental need for translation and/or interpretation indicated on the form; (j) date of placement in an EL program; (k) EL status (e.g., current, opted-out, former, in monitoring (M1)); (l) current ELP level (i.e., pre-emergent, emergent, basic, intermediate, proficient); (m) last AZELLA test date; (n) current AZELLA domain scores; (o) opt-out date, if applicable; and (p) reclassification date, if applicable.

53. Documentation of parents in need of translation and/or interpretation of essential information, with a row for each parent and the following columns: (a) school; (b) identification number of student; (c) parent's primary language other than English; (d) whether translation is needed; and (e) whether interpretation is needed.

54. A spreadsheet of all teachers of Targeted and Integrated ELD, with a row for each teacher and the following columns: (a) school; (b) first name; (c) last name; (d) grade(s); (e) subject(s) taught, if applicable; (f) SEI endorsement (yes or no); (g)

ESL endorsement (yes or no); (h) bilingual education endorsement (yes or no); and (i) date the trainings required by Terms 11(a), 43-46 were completed.

55. A spreadsheet of all ELD Coordinators, with a row for each coordinator and the following columns: (a) school(s); (b) first name; (c) last name; (d) start date as coordinator at the school(s); (e) end date as coordinator at the school(s), if applicable; (f) SEI endorsement (yes or no); (g) ESL endorsement (yes or no); (h) bilingual education endorsement (yes or no); (i) date the training required by Term 42 was completed; (j) date the training required by Term 47 was completed; and (k) any additional qualifications to be coordinator.

56. A spreadsheet showing how many professional development and coaching hours, required by Terms 11(a), 43-46, have been provided to Targeted ELD teachers and Integrated ELD teachers that semester. The spreadsheet will include a row for each teacher and the following columns: (a) school; (b) first name; (c) last name; (d) type of teacher (Targeted ELD, Integrated ELD, or both); (e) hours of professional development; (f) hours of coaching; and (g) name(s) of individual(s) who provided the professional development and coaching.

LTS will promptly and fully address OCR's feedback about the Semester Reporting during the monitoring period.

B. Annual Reporting

With 45 days of the end of SY 2024-25, LTS will submit to OCR:

57. a sample of 10 lesson plans for Targeted ELD (5) and Integrated ELD (5) at each school, including the information required by Term 10, in addition to the name of the school and the teacher and the date the lesson plan was used;

58. a screenshot of the SIS field, as contemplated by Term 34;

59. a sampling (at least 10%) of completed documentation for opted-out EL students;

60. a sampling (at least 10%) of monitoring forms completed for opted-out EL students (see Term 14);

61. a copy of any notices to parents of opted-out students about the student's lack of progress and an offer to reenroll in the EL program (see Term 15);

62. the opt-out rate for each school and, as necessary, the evaluations of high opt-out rates and the plans to address the high opt-out rates (see Term 16);

63. a copy of AZELLA results for all opted-out EL students (see Term 13) and current EL students (see Term 18);

64. a copy of monitoring forms completed for current EL students per Term 18;

65. a sampling (at least 10%) of monitoring forms completed for former EL students per Term 23;

66. a copy of the offers made and parental consents provided per Term 24;

67. for each school, a sample of 10 completed observation forms for Targeted ELD classes and another sample of 10 completed observation forms for Integrated ELD classes (see Term 26);

68. a copy of any corrective action plans developed per Term 26;

69. a draft of any new language required for forms per Term 36;

70. documentation of a sampling (at least 20%) of written translation and oral interpretation provided, including a row for each instance and columns for: (a) school; (b) date of request for translation or interpretation; (c) date when provided; (d) whether translation or interpretation was provided; (e) translator or interpreter name; (f) language; and (g) name of the document translated or a description of the interpretation setting; and

71. description of any proposed changes for SY 2025-26 (e.g., changes with respect to forms, templates, policies and procedures, employee training, ELD curriculum and instruction, etc.) and an explanation for each proposed change.

LTS will promptly and fully address OCR's feedback about the Annual Report until OCR notifies LTS that no further reporting.

IV. Understandings and Acknowledgments

By signing this Agreement, LTS agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, LTS understands that during the monitoring of this Agreement, OCR may visit LTS, interview employees and students, and request such additional reports or data to the extent permitted by 34 C.F.R. §100.6(c). LTS understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that LTS is in compliance with the terms of this Agreement, addressing the Title VI statutory and regulatory violations and concerns at issue in this case.

LTS understands and acknowledges that OCR may initiate administrative enforcement or proceedings or refer this case to the U.S. Department of Justice for judicial proceedings in the event of breach to enforce the specific terms and obligations of this Agreement and/or the underlying Title VI statutory and regulatory obligations. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give LTS Schools written notice of the alleged breach and 60 days to cure the alleged breach.

V. Signatures for LTS

This Agreement will become effective immediately upon the signature of the LTS schools' representative below:

/s/ 09/09/2024

Mia Vega, Superintendent, Vertex Education-AZ Date